

**FILED**

**UNITED STATES DISTRICT COURT**

for the  
Eastern District of California

**FEB - 3 2022**

Civil Division

CLERK, U.S. DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA  
BY [Signature]  
DEPUTY CLERK

Kevin Michael Butler

Case No.

**2:22 - CV 0226 KJM DB PS**

(to be filled in by the Clerk's Office)

*Plaintiff(s)*

(Write the full name of each plaintiff who is filing this complaint. If the names of all the plaintiffs cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

**-v-**

Lachelle Dozier, Rhydan Mohammad, Sacramento  
Housing & Redevelopment Agency

*Defendant(s)*

(Write the full name of each defendant who is being sued. If the names of all the defendants cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

**COMPLAINT AND REQUEST FOR INJUNCTION**

**I. The Parties to This Complaint**

**A. The Plaintiff(s)**

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Name	Kevin Michael Butler
Street Address	2000 Royal Oaks Drive Unit 13454
City and County	Sacramento
State and Zip Code	CA, 95813
Telephone Number	916 807 7671
E-mail Address	witness2fitness@yahoo.com

**B. The Defendant(s)**

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. For an individual defendant, include the person's job or title (if known). Attach additional pages if needed.

Defendant No. 1

Name	<u>Lachelle Dozier</u>
Job or Title <i>(if known)</i>	<u>Executive Director</u>
Street Address	<u>630 "I" St</u>
City and County	<u>Sacramento</u>
State and Zip Code	<u>California, 95814</u>
Telephone Number	<u>916 440 1390</u>
E-mail Address <i>(if known)</i>	<u></u>

Defendant No. 2

Name	<u>Mohammad Ryhdan</u>
Job or Title <i>(if known)</i>	<u></u>
Street Address	<u>10247 Jennick Way</u>
City and County	<u>Elk Grove Sacramento</u>
State and Zip Code	<u>CA 95757</u>
Telephone Number	<u>916 256 0567</u>
E-mail Address <i>(if known)</i>	<u></u>

Defendant No. 3

Name	<u>SHRA/Sacramento Housing &amp; Redevelopment Agency</u>
Job or Title <i>(if known)</i>	<u></u>
Street Address	<u>630 "I" Street</u>
City and County	<u>Sacramento</u>
State and Zip Code	<u>California, 95814</u>
Telephone Number	<u>916 440 1390</u>
E-mail Address <i>(if known)</i>	<u></u>

Defendant No. 4

Name	<u></u>
Job or Title <i>(if known)</i>	<u></u>
Street Address	<u></u>
City and County	<u></u>
State and Zip Code	<u></u>
Telephone Number	<u></u>
E-mail Address <i>(if known)</i>	<u></u>

## II. Basis for Jurisdiction

Federal courts are courts of limited jurisdiction (limited power). Generally, only two types of cases can be heard in federal court: cases involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case arising under the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one State sues a citizen of another State or nation and the amount at stake is more than \$75,000 is a diversity of citizenship case. In a diversity of citizenship case, no defendant may be a citizen of the same State as any plaintiff.

What is the basis for federal court jurisdiction? *(check all that apply)*



Federal question



Diversity of citizenship

Fill out the paragraphs in this section that apply to this case.

### A. If the Basis for Jurisdiction Is a Federal Question

List the specific federal statutes, federal treaties, and/or provisions of the United States Constitution that are at issue in this case.

Fair Housing Act, Negligence, breach of contract, honest services fraud, etc. 18 US Code 1346 Scheme or artifice..., 18 US Code 1345 Injunctions against fraud.

### B. If the Basis for Jurisdiction Is Diversity of Citizenship

#### 1. The Plaintiff(s)

##### a. If the plaintiff is an individual

The plaintiff, *(name)* \_\_\_\_\_, is a citizen of the  
State of *(name)* \_\_\_\_\_.

##### b. If the plaintiff is a corporation

The plaintiff, *(name)* \_\_\_\_\_, is incorporated  
under the laws of the State of *(name)* \_\_\_\_\_,  
and has its principal place of business in the State of *(name)* \_\_\_\_\_.

*(If more than one plaintiff is named in the complaint, attach an additional page providing the same information for each additional plaintiff.)*

#### 2. The Defendant(s)

##### a. If the defendant is an individual

The defendant, *(name)* \_\_\_\_\_, is a citizen of  
the State of *(name)* \_\_\_\_\_ . Or is a citizen of  
*(foreign nation)* \_\_\_\_\_.

b. If the defendant is a corporation

The defendant, (name) \_\_\_\_\_, is incorporated under the laws of the State of (name) \_\_\_\_\_, and has its principal place of business in the State of (name) \_\_\_\_\_.  
Or is incorporated under the laws of (foreign nation) \_\_\_\_\_, and has its principal place of business in (name) \_\_\_\_\_.

*(If more than one defendant is named in the complaint, attach an additional page providing the same information for each additional defendant.)*

3. The Amount in Controversy

The amount in controversy—the amount the plaintiff claims the defendant owes or the amount at stake—is more than \$75,000, not counting interest and costs of court, because *(explain)*:

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### III. Statement of Claim

Write a short and plain statement of the claim. Do not make legal arguments. State as briefly as possible the facts showing that each plaintiff is entitled to the injunction or other relief sought. State how each defendant was involved and what each defendant did that caused the plaintiff harm or violated the plaintiff's rights, including the dates and places of that involvement or conduct. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

A. Where did the events giving rise to your claim(s) occur?

Defendants Lachelle Dozier, Rhydan Mohammad, & SHRA/Sacramento Housing & Redevelopment Agency have denied plaintiff's rights to honest services and are negligent and breached said contract. Plaintiff has attempted to resolve issues. Defendant/landlord Rhydan Mohammad refuses to make necessary repairs to housing unit on and off for three years. Heating and AC system have not worked sufficiently for three years. SHRA will terminate said contract on 1/30/2022. Lachelle Dozier, & SHRA have noticed plaintiff that he will lose housing assistance if a transfer or notice of move is not served. Plaintiff has made several attempts to resolve said issues. Said defendants have not responded in writing to a Notice of Conditional Acceptance, Notice to Lachelle Dozier, Rhydan Mohammad & Krystal Padron Affidavit which was sent by certified mail on or about 1/18/2022

B. What date and approximate time did the events giving rise to your claim(s) occur?

Said defendants sent an abatement notice on or around 12/14/2021. Housing unit has failed inspection due to landlord refusing to do necessary repairs. A Notice of Conditional Acceptance, Notice to Lachelle Dozier, Rhydan Mohammad & Krystal Padron, Affidavit which was sent by certified mail on or about 1/18/2022. A Notice of Default, & Right to Cure to said defendants on or around 2/2/2022. Said defendants have failed to remedy the situation at hand.

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- C. What are the facts underlying your claim(s)? *(For example: What happened to you? Who did what? Was anyone else involved? Who else saw what happened?)*  
Plaintiff has reached out to said defendants to remedy the situation via affidavit and by phone. Said defendants are in dishonor and default. Plaintiff is diligent about resolving soultion for his family and himself. Defendants are negligent, in breach of contract, breach of official duites, and in breach of fiduciary duties.
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#### **IV. Irreparable Injury**

Explain why monetary damages at a later time would not adequately compensate you for the injuries you sustained, are sustaining, or will sustain as a result of the events described above, or why such compensation could not be measured.  
Housing is essential for plaintiff and family. Plaintiff has disabled children and is facing impending eviction and or homelessness. Said defendants have not handled this situation in a professional manner. Plaintiff has asked for an extension of time to possibly find a new place during this Covid 19 pandemic, where it is very difficult to find housing.

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#### **V. Relief**

State briefly and precisely what damages or other relief the plaintiff asks the court to order. Do not make legal arguments. Include any basis for claiming that the wrongs alleged are continuing at the present time. Include the amounts of any actual damages claimed for the acts alleged and the basis for these amounts. Include any punitive or exemplary damages claimed, the amounts, and the reasons you claim you are entitled to actual or punitive money damages.  
Plaintiff requests court to enjoin said defendants from unlawful eviction and or termination of housing services/benefits. Plaintiff requests the Court to award plaintiff a year of housing/services benefits to allow ample time to move during pandemic. Plaintiff requests that the Court award any punitive and or exemplary damages as they see fit. Plaintiff requests the court grant a preliminary/permanent injunction in favor of plaintiff and family to resolve matter in the best of his family and himself.

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## VI. Certification and Closing

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

### A. For Parties Without an Attorney

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing: 02/02/2022

Signature of Plaintiff

Printed Name of Plaintiff

*Kevin M Butler*  
Kevin Michael Butler *VCC1-308*

### B. For Attorneys

Date of signing: \_\_\_\_\_

Signature of Attorney

Printed Name of Attorney

Bar Number

Name of Law Firm

Street Address

State and Zip Code

Telephone Number

E-mail Address



NOTARY  
CERTIFICATION  
ATTACHED

*Kevin M Butler*  
*VCC1-308*  
Page 6 of 6



**JURAT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sacramento

Subscribed and sworn to (or affirmed) before me on this 2nd day of 02,  
2022 by Kevin Michael Butler

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature

(Seal)

**OPTIONAL INFORMATION****DESCRIPTION OF THE ATTACHED DOCUMENT**

Complaint & Request  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 7 Document Date 02/02/2022

Additional information

**INSTRUCTIONS**

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
  - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.



## ABATEMENT NOTICE

January 4, 2022

KEVIN BUTLER  
716 NORTHFIELD DR A  
SACRAMENTO, CA 95833

t0029463

RE: KEVIN BUTLER: t0029463 - 716 NORTHFIELD DR A SACRAMENTO 95833

Dear KEVIN BUTLER:

The unit listed above failed inspection for the second time on 12/14/2021.


The Housing Authority is abating (stopping) the Housing Assistance Payment (HAP) for this unit for failure to meet Housing Quality Standards effective 01/01/2022.

The HAP will continue to be abated until the items are corrected and the unit passes a re-inspection or the contract terminates on 01/30/2022.

The tenant is not responsible for the Housing Authority's portion of rent that is abated.

NOTE TO TENANT: If you choose to remain living in the unit past the contract termination date listed above, you will be responsible for the entire rent and all matters pertaining to your tenancy.

If you wish to relocate to another unit and continue participating in the Housing Choice Voucher Program, you MUST serve the owner/agent a 30-day notice to move. Please submit a copy of your notice to the Housing Authority along with a copy of this letter. You must request your transfer before the cancellation of the contract or you will lose your housing assistance.

 Please remember to call for a re-inspection as soon as repairs are complete to avoid unnecessary delays in ending this abatement.

If you have any questions, please call Krystal Padron at (916) 449-6363.

Sincerely,

Krystal Padron  
Housing Specialist

Cc: Owner/File





Tenant Name	BUTLER KEVIN	Unit Code	00505400
Landlord	RYHDAN MOHAMMAD	Unit Address	716 NORTHFIELD DR, A, SACRAMENTO, CA 95833
Inspector	Sarra (Sterling) Tullio		
Inspected Date	12/14/2021		
Report Run Date	01/04/2022	Inspection ID	455741

**Overall Inspection**

Type of Inspection Reinspection  
 Rating Fail

**Observations**

2nd Fail

		Responsibility
<b>Kitchen</b>		<b>Owner</b>
	Observations	Responsibility
<b>Stove or Range</b>	<b>Note:</b> oven door handle loose safety hazard	Owner
<b>Sink</b>	<b>Note:</b> garbage disposal extremely noisy	Owner
		Responsibility
<b>Bathroom 2</b>		<b>Owner</b>
	Observations	Responsibility
<b>Sink</b>	<b>Note:</b> handle broken hall bathroom 2nd floor	Owner
<b>Tub or Shower</b>	<b>Note:</b> shower nonop safety hazard hall bathroom 2nd floor	Owner
		Responsibility
<b>Heating and Plumbing</b>		<b>Owner</b>
	Observations	Responsibility
<b>Adequacy</b>	<b>Note:</b> heat and ac nonop	Owner

**t0029463**

**Notice of Conditional Acceptance, Notice to Lashelle Bazier, Rhydan Mohammad & Krystal Padron, Affidavit**

All praise and thanks is due to Allah.

1. I Kevin Michael Butler, Affiant, conditionally accept your offer with proof of valid claim.
2. I am in receipt of your abatement notice.
3. Rhydan Mohammad refuses to do necessary repairs for unit to pass inspection.
4. I am requesting that contract be extended for up until a year until affiant can relocate to a new place.
5. Affiant expects to have trouble finding a new place due to Covid-19 and other extenuating circumstances.
6. If Affiant is able to find a new place before requested extension time, said parties will be notified.
7. If landlord is able to make repairs, affiant will remain in current place.
8. Affiant is diligent and will make the best decision for his family and all parties involved.
9. If said parties disagree with any points contained in this affidavit, please provide a sworn counter affidavit.
10. These terms are effective the day of mailing.
11. Thank you for your time concerning this matter.
12. Please respond within 10 days.

Under penalty of perjury.

*Kevin M. Butler*

Kevin Michael, Butler, Authorized Representative

PO Box 13454

Sacramento, CA 95813



UCC-1-308

NOTARY  
CERTIFICATE(S)  
ATTACHED

*Kevin M. Butler*  
308

# JURAT


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State of California

County of Sacramento

Subscribed and sworn to (or affirmed) before me on this 16th day of January, 2022 by Kevin Michael Butler

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

  
Signature \_\_\_\_\_ (Seal)



## OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Apartment Notice  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages 4 Document Date 01/18/2022

\_\_\_\_\_  
Additional information

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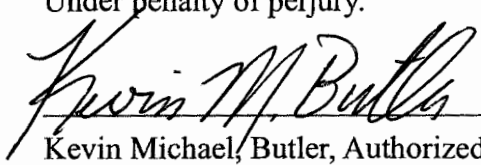
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  - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

**Notice of Default, Right to Cure, Notice to Lashelle Dozier, Ryhdan Mohammad & Krystal Padron, Affidavit**

All praise and thanks is due to Allah.

1. I, Kevin Michael Butler, Affiant, conditionally accept your offer with proof of valid claim.
2. As stated, I am in receipt of your abatement notice.
3. As stated, Ryhdan Mohammad refuses to do necessary repairs for unit to pass inspection.
4. As stated, I am requesting that the contract be extended for up until a year until affiant can relocate to a new place.
5. As stated, Affiant expects to have trouble finding a new place due to Covid-19 and other extenuating circumstances.
6. As stated, If Affiant is able to find a new place before requested extension time, said parties will be notified.
7. As stated, If landlord is able to make repairs, affiant will remain in current place.
8. As stated, Affiant is diligent and will make the best decision for his family and all parties involved.
9. As stated, If said parties disagree with any points contained in this affidavit, please provide a sworn counter affidavit.
10. These terms are effective the day of mailing.
11. Thank you for your time concerning this matter.
12. Please respond within 10 days to cure this default.


Under penalty of perjury.

  
Kevin Michael Butler, Authorized Representative  
PO Box 13454  
Sacramento, CA 95813



UCC-1-308

NOTARY

  
h  
UCC-1-308

## JURAT

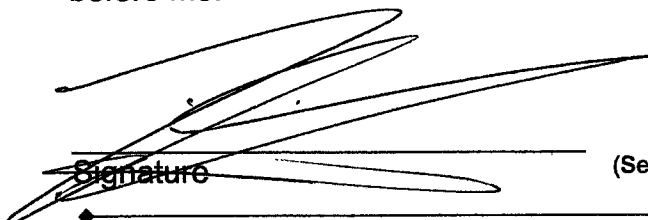
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sacramento

Subscribed and sworn to (or affirmed) before me on this 2nd day of 02,  
2022 by Kevin Michael Butler

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

  
Signature

(Seal)



### OPTIONAL INFORMATION

#### DESCRIPTION OF THE ATTACHED DOCUMENT

Notice of Default  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date 02/02/2022

Additional information

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